JS 44 (Rev. 07/16) MMB

CIVIL COVER SHEET

16-CV-5422

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

MMB 16 5422

I. (a) PLAINTIFFS
Keesee, Joshua

DEFENDANTS
Dougherty, John J. (Individually and in his capacity as Business Manager of International Brotherhood of Electrical Workers Local Union 98); International Brotherhood of Electrical Workers Local Union 98; Christopher Owen; Thomas Rodriguez and Niko Rodriguez

(b) County of Residence of First Listed Plaintiff ;Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Philadelphia
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Clifford E. Haines, Esquire
Haines & Associates
The Widener Bldg. - 5th Floor
Philadelphia, PA 19107
215-246-2200

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☒ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☒ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☒ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
18 U.S.C. 1962©
Brief description of cause:

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.
DEMAND $ in Excess of $150,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:
JUDGE DOCKET NUMBER

DATE
10/17/2016
SIGNATURE OF ATTORNEY OF RECORD
[signature]

OCT 17 2016

FOR OFFICE USE ONLY

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

MMB

16 5422

Address of Plaintiff: 1701 Reed Street, Philadelphia, PA 19146

Address of Defendant: 1701 Spring Garden Street, Philadelphia, PA 19130

Place of Accident, Incident or Transaction: 3rd and Reed Streets, Philadelphia, PA

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes☐ No☑

Does this case involve multidistrict litigation possibilities? Yes☐ No☑

RELATED CASE, IF ANY:
Case Number: ______ Judge ______ Date Terminated: ______

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes☐ No☑

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes☐ No☑

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes☐ No☑

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes☐ No☑

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*
1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☑ All other Federal Question Cases
(Please specify) CIVIL RICO

B. *Diversity Jurisdiction Cases:*
1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify) ______

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Clifford E. Haines, Esquire, counsel of record do hereby certify:

☑ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: October 17, 2016 **Clifford E. Haines, Esquire** **09882**
Attorney-at-Law Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

OCT 17 2016

DATE: ______ ______ ______
Attorney-at-Law Attorney I.D.#

MMB

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Joshua Keesee and MCON Electric, LLC v. John J. Dougherty (Ind. and in his capacity as Business Manager of the International Brotherhood of Elecrical Workers Local Union 98), et al.	: : : : : : : :	CIVIL ACTION 16 5422 NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)

(f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

10/17/2016	Clifford E. Haines, Esq.	Plaintiff
Date	**Attorney-at-law**	**Attorney for**
215-246-2200	215-246-2200	215-246-2211
Telephone	**FAX Number**	**E-Mail Address**

(Civ. 660) 10/02

OCT 17 2016

$400

MMB

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MMB

1

JOSHUA KEESEE -and- MCON ELECTRIC, LLC *Plaintiffs,* v. JOHN J. DOUGHERTY (individually and his Capacity as Business Manager of International Brotherhood of Electrical Workers Local Union 98) -AND- INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 98 -AND- CHRISTOPHER OWEN -AND- THOMAS RODRIGUEZ -AND- NIKO RODRIGUEZ *Defendants.*	16 5422 FILED OCT 17 2016 LUCY V. CHIN, Interim Clerk By ______ Dep. Clerk Case No. **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiffs, Joshua Keesee ("Keesee") and MCON Electric, LLC ("MCON") (collectively, "Plaintiffs"), by and through their undersigned counsel, bring the following Complaint against Defendants John J. Dougherty ("Dougherty"), International Brotherhood of Electrical Workers Local Union 98 ("IBEW 98"), Chris Owen, Tom Rodriguez and Niko Rodriguez and, in support thereof, aver as follows:

PARTIES

1. Plaintiff, Joshua Keesee is a natural person, and citizen of the Commonwealth of Pennsylvania, and maintains a business office at 1701 Reed Street, Philadelphia, PA 19146.

5

At all times relevant hereto, Plaintiff Keesee was in the business of providing electrical contractor work through MCON Electric, LLC. Plaintiff Keesee is the sole member, owner, and president of MCON.

2. Plaintiff, MCON Electric, LLC is a Pennsylvania limited liability company which a principal place of business located at 1701 Reed Street, Philadelphia, PA 19146. At all times relevant hereto, MCON was in the business of providing electrical contractor work to its customers.

3. Defendant, John J. Dougherty, was, at all times relevant hereto, the Business Manager and person in charge for co-Defendant IBEW 98. Mr. Dougherty maintains a business address of 1701 Spring Garden St., Philadelphia, PA 19130.

4. Defendant IBEW 98 is an unincorporated labor union, which maintains an address of 1701 Spring Garden St., Philadelphia, PA 19130.

5. Defendant Christopher Owen is an adult individual, who at all relevant times was a member of IBEW 98, which maintains an office at 1701 Spring Garden St., Philadelphia, PA 19130.

6. Defendant Thomas Rodriguez is an adult individual, who at all relevant times was a member of IBEW 98, which maintains an office at 1701 Spring Garden St., Philadelphia, PA 19130.

7. Defendant Niko Rodriguez is an adult individual, who at all relevant times was a member of IBEW 98, which maintains an office at 1701 Spring Garden St., Philadelphia, PA 19130. Upon information and belief, Niko Rodriguez is not related to co-defendant Tom Rodriguez.

JURISDICTION and VENUE

8. Plaintiffs' claims for relief include alleged violations of the Federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), which is codified as 18 U.S.C. § 1961 *et seq.*, as well as Pennsylvania common law claims.

9. This Court has subject matter jurisdiction over Plaintiffs' federal claims, pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1337 (commerce jurisdiction).

10. This Court has supplemental jurisdiction over Plaintiffs' state and common law claims, pursuant to 28 U.S.C. § 1367.

11. This Court has personal jurisdiction over the Defendants in this matter because each and every Defendant did business and/or resided within the Eastern District of Pennsylvania during the relevant time period alleged herein.

12. Venue is proper pursuant to 28 U.S.C. § 1391 because the Defendants, upon information and belief, are citizens of this District, and because a substantial part of the events or omissions giving rise to this claim occurred within this District.

FACTUAL ALLEGATIONS

13. In or around the summer of 2013, Philadelphia real estate developer, Barry Sable broke ground on a townhome development project in the Pennsport section of South Philadelphia, at 3rd and Reed Streets (hereinafter the "3rd & Reed Project.")

14. Rather than contracting with labor unions to perform the construction and utility installation for the townhomes, Sable opted to contract with laborers who did not belong to, and were not affiliated with, any unions.

15. The fact that Sable used non-union labor raised the ire of Defendant John Dougherty, the other leadership, and the members of IBEW 98.

16. Dougherty, who is 55 years old and commonly referred to as "Johnny Doc," is influential in Philadelphia politics, and has earned a reputation for being combative and for intimidating political, business and labor rivals.

17. In order to intimidate Sable into hiring union laborers, and to deter prospective developers from following Sable's example of hiring non-union contractors, in or around January of 2014, Dougherty and IBEW 98 commenced a campaign of intimidation, threats and coercion against Sable, and the men and women who worked on the 3rd & Reed Project.

18. For instance, in or around the spring of 2014, Dougherty and IBEW 98 purchased the domain name "BarrySable.com," and created a website which shamed Mr. Sable for utilizing non-union labor. The website also publicized Mr. Sable's past legal troubles.

19. Additionally, Defendant Dougherty and other members of IBEW 98 picketed the job site of the 3rd & Reed Project (the job site is hereinafter referred to as "the Site"), utilizing a 12-foot inflatable rat and causing the display of propaganda signs which read, *inter alia*, "Shame on Barry Sable."

20. Periodically, the protests went beyond efforts to shame Barry Sable. On several occasions, IBEW 98 members engaged in violent campaigns against the non-unionized laborers.

21. For instance, on one occasion, in or around May of 2014, Dougherty and other members of IBEW 98 blockaded the road to the Site, and refused to allow entrance to a group of non-unionized bricklayers.

22. During this incident, an altercation erupted and members of IBEW 98 threw bricks and otherwise physically assaulted the non-unionized bricklayers.

23. The disruptions and intimidation of non-union laborers continued through, at the earliest, January 21, 2016.

24. Upon information and belief, one or more contractors and/or sub-contractors was forced to quit work at the 3rd & Reed Project because IBEW 98's conduct became unbearable, and caused the non-union individuals who had been working at the site to be harassed and subjected to intimidation and the threat of physical harm.

25. In or around August of 2015, Plaintiff Joshua Keesee, through his company, Plaintiff MCON, commenced electrical contractor work at the 3rd & Reed Project, having taken over from a prior electrical contractor who had informed Sable that he would not be completing the electrical work Sable contracted him to perform at the Site because "his guys no longer felt safe."

26. MCON hired two (2) individuals to assist Mr. Keesee with the electrical work to be performed at the Site. Almost immediately after Keesee and MCON began working on the 3rd & Reed Project, they were subject to harassment and intimidation by IBEW members.

27. In or around September of 2015, an individual who Mr. Keesee now knows to be Defendant Christopher Owen approached Keesee and advised Keesee that he should consider joining IBEW 98.

28. Mr. Keesee responded that he was not interested in joining IBEW 98 or any labor union because he was content with MCON being an independent, non-union company, and added that he did not wish to deal with the restrictions, expenses, and/or bureaucracy of being in a union.

29. Despite Keesee's clear rebuke of Defendants Owen's suggestion that Keesee join IBEW 98, Owen continued to approach Keesee at the Site.

30. On several occasions, Owen approached Keesee outside the Site and asked about building permits. On other occasions, Owen approached Keesee outside the Site under the guise of making small-talk, and would shortly thereafter again pressure Keesee to join IBEW 98.

31. In his conversations with Keesee, Owen became exceedingly forceful about Keesee joining the union.

32. Owen repeatedly advised Keesee that he could be making much more money if he joined the Union.

33. Owen bragged to Keesee that he was making $140,000 annually, just for standing outside and guarding the 12-foot inflatable rat. Owen repeatedly told Keesee that Keesee, too, could be making "easy money" if he joined IBEW 98.

34. Keesee continued to reject Owen's "suggestions" and the pressure Owen continually and aggressively brought to bear upon Keesee. Keesee told Owen, without equivocation, to cease speaking with him.

35. In or around December of 2015, Keesee came outside of one of the homes at the 3rd & Reed Project and observed Owen rummaging through the passenger side of Keesee's work van, despite having no authority or justification to do so.

36. Shocked at Defendant Owen's brazen and illegal trespass to his vehicle and property, Plaintiff Keesee confronted Owen.

37. Caught in the act, Owen feigned surprise when confronted and stated "I didn't know this was your car."

38. A defensive Owen stated to Plaintiff Keesee, who was outraged at what he had just observed, that Keesee "shouldn't be hostile."

39. Keesee demanded Owen never touch his property again, and continued with his work at the Site.

40. On January 21, 2016, at approximately 8:25 am, Defendants Dougherty, Owen, Thomas Rodriguez and Niko Rodriguez drove to the Site of the 3rd & Reed Project.

41. Keesee was coming out of one of the homes in order to obtain certain items from his van that his work crew needed in connection with the project.

42. As Keesee went into the back of his van, he was confronted by Defendants Dougherty, Thomas Rodriguez, and Niko Rodriguez in an aggressive confrontational manner that violated Mr. Keesee's personal space.

43. At the time, although Keesee had heard the name "Johnny Doc" and knew of his reputation for influence, intimidation, and violence, he did not know at the time that one of the three (3) men who had confronted him at his van was in fact the infamous Johnny Doc.

44. Upon confronting Keesee, an angered and aggressive Dougherty began pointing to a sticker on the back window of Keesee's van, which had been placed on the back of the van by the company from which Keesee had months prior purchased the van.

45. Defendant Dougherty demanded the sticker be removed from the van's back window, and instructed Defendant Thomas Rodriguez to remove the sticker.

46. Keesee, who felt threatened, did not object to removing the sticker from his vehicle.

47. Upon Dougherty's instruction, Thomas Rodriguez began scraping the sticker from Keesee's rear window with a knife. Keesee laughed as Defendant Thomas Rodriguez struggled to remove the sticker.

48. Keesee's laughter further infuriated an already angered Dougherty, who raised his voice to Keesee and told him that that non-union workers were not welcome in South Philadelphia and that "we don't want niggers here." Plaintiff Keesee is Native-American.

49. At or around this point in the confrontation, Keesee observed Defendant Owen walking towards the group that had confronted Keesee by his van.

50. Having been threatened and called a "nigger" by Dougherty, Keesee believed Dougherty was trying to bait him into starting a fight such that Dougherty could unleash the individuals standing with him and thereafter claim self-defense.

51. By this time in the confrontation, Defendant Owen had joined and stood behind his IBEW 98 brothers in an obvious show of force.

52. A controlled Keesee laughed after Dougherty used racial slurs to intimidate him. Refusing to take what he perceived as bait to instigate violence, and looking at the individuals who appeared ready to strike upon word from Dougherty, Keesee raised his voice and informed the group confronting him that he was "not scared of them" and called the group a "bunch of cowards."

53. Upon calling the individuals confronting him "cowards" in a raised voice, Dougherty grimaced and stated "do what you want to him."

54. Defendant Thomas Rodriguez, who up until that point had still been struggling to remove with his knife the sticker affixed to Keesee's van, ceased attempting to remove the sticker and, knife in hand, moved towards Keesee.

55. Keesee averted his gaze to the knife-wielding Thomas Rodriguez, whereupon, to Keesee's great surprise, Dougherty threw two (2) punches at Keesee, one of which broke Keesee's nose.

56. After being struck by Dougherty and attempting to defend himself from Dougherty's blows and from the other men now standing over him, Keesee, in self-defense, threw a blow that struck Thomas Rodriguez upon the head. Upon information and belief, Defendant Thomas Rodriguez incurred superficial wounds when Keesee, in self-defense, struck him.

57. During the exchange, Keesee was struck in excess of ten (10) times by blows from the individual Defendants.

58. In particular, Dougherty's battery to Keesee's face and resulting broken nose caused Keesee severe pain, and required medical treatment.

59. While Keesee attempted to defend himself despite being severely injured, a worker at the Site grabbed Keesee from behind and began to pull him back and away from his attackers.

60. An angry Keesee, aided and guided by one of workers from the Site, retreated from four (4) men, who nevertheless pursued Keesee down the sidewalk.

61. To maintain awareness of his attackers, Keesee walked backwards, and let the four (4) individuals know how he felt about how cowardly they were, that they did not and would not intimidate him, and that he was not going to walk off the job like others had.

62. As Keesee retreated, the four (4) individual defendants pursued him, all the while shouting threats and verbally harassing Keesee.

63. With Keesee in retreat, and presumably satisfied that they had accomplished their goal of injuring, frightening, and intimidating Keesee, Defendants began to walk back towards their own vehicle(s).

64. As Defendants walked away, Dougherty, certainly aware of his reputation as a man not to be trifled with, introduced himself to an individual who witnessed much of the confrontation as "John Dougherty". Defendant Dougherty shook the eyewitness's hand, told the eyewitness he was late for a meeting, and offered to the eyewitness that he (Dougherty) could not believe he had gotten into a fight before nine o'clock in the morning.

65. In severe pain as a result of the broken nose he had suffered and upset that union representatives had attacked him while he was trying to make a living to provide for himself and his family, Plaintiff Keesee began to walk back towards his job site. As he did, several of his attackers were laughing and still verbally harassing Keesee.

66. Kessee responded to the harassment by again stating that the individual Defendants were cowards. He also stated to Dougherty that a real man would not need three goons with him but would instead face an opponent man-to-man.

67. With Keesee's last statement, Dougherty became enraged and began to charge at Keesee, shouting "I'll fight you myself". Dougherty was closely followed by Defendants Owen, Rodriguez, and Rodriguez, who all charged towards Keesee. Keesee immediately retreated.

68. Dougherty and the other individual defendants cornered Keesee, who was immediately subjected to a barrage of additional blows to the head and torso from the individual defendants.

69. Satisfied with the injuries they had inflicted upon Keesee, the men returned to the vehicle in which they arrived and drove away from the Site.

70. Keesee suffered a broken nose from the blow dealt by Dougherty and had several swollen lumps on his head from the blows to the head he suffered at the hands of the individual defendants. Keesee was subsequently diagnosed with concussion-like symptoms.

71. In addition to the foregoing, as a result of the individual defendants' battery, Keesee aggravated a pre-existing injury, which caused him to suffer significant set-backs in his rehabilitation of that pre-existing injury.

72. The following day (January 22, 2016) despite his bodily injury, physical pain and apprehension about continued violence against him, Keesee returned to the Site at approximately 8:00 a.m.

73. Upon arriving at the Site, Keesee observed approximately fifteen (15) individuals, all obviously affiliated with IBEW 98, staring at Keesee with menacing, confrontational looks.

74. Concerned about his own well-being and weighing his obligations to his children, Keesee concluded that he had no choice but to cease work at the 3rd & Reed Project. Accordingly, the intimidation and violence brought to bear upon Plaintiff Keesee by Defendant Dougherty and other IBEW members accomplished its intended purpose.

75. Sometime in late January, 2016, an employee/agent of IBEW 98, whose identity is still unknown, approached Keesee and advised that if Keesee was willing to "forget about" the intimidation, assault and battery that Defendants Dougherty, Owen, T. Rodriguez and N. Rodriguez had, on behalf of IBEW 98, inflicted upon Keesee, they could potentially "get him the money" he lost in connection with the 3rd and Reed Project.

76. Keesee declined IBEW 98's offer to "forget about" the incident in exchange for the payment of money.

77. The assault and battery that took place on January 21, 2016 received considerable media attention, in part due to Dougherty's notoriety and history of violence, intimidation and political influence.

78. Since the incident, and despite Keesee's reputation as an excellent electrical contractor, developers and property owners have not engaged Plaintiffs' services, instead preferring to hire an electrical contractor with whom the powerful IBEW 98 union is not at odds.

79. As a result of the wrongful conduct of Defendants, in addition to being compelled to resign from the 3rd and Reed Project, Keesee and MCON suffered the economic loss associated with the publicity of the attack.

80. Indeed, many of Keesee's colleagues and suppliers have offered their sympathy to Keesee, acknowledging to Keesee that it must be extremely difficult if not impossible for Keesee to get work because developers and general contractors would never want to mess with the powerful IBEW 98 union by hiring an "enemy" of the union.

81. Keesee has also been warned by colleagues and suppliers that Keesee "needs to be careful" and always "aware of his surroundings" in light of his confrontation with the powerful Johnny Doc.

82. Because Dougherty and IBEW 98 were the instigators and the aggressors of the incident, the loss of business to Plaintiffs cannot be held to have been proximately caused by any act or omission of Plaintiffs, or either of them.

83. Defendants willfully, intentionally, maliciously, and/or recklessly sought to physically injure Keesee, to prevent Keesee from earning a living, and to destroy Keesee and MCON's business.

84. As a result of Defendants' unlawful and wrongful" conduct, Keesee suffered damages in the form of medical costs, pain and suffering, humiliation, and emotional distress.

85. Both Keesee and MCON suffered and continue to suffer from loss of income, reputational harm, and the loss of prospective business.

COUNT I
(Keesee and MCON v. Dougherty, Owen and IBEW 98)
Violation of 18 U.S.C. § 1962(c)

86. Plaintiffs incorporate the allegations in the foregoing paragraphs as though fully set forth herein.

87. Both Keesee and MCON are "persons" as classified under 18 U.S.C. § 1961(3).

88. Dougherty, Owen and IBEW 98 are "persons" as classified under 18 U.S.C. § 1961(3).

89. At all relevant times Dougherty, Owen, T. Rodriguez and N. Rodriguez were acting as agents of IBEW 98.

90. At all relevant times, Dougherty, Owen and IBEW 98 were an "enterprise" within the meaning of 18 U.S.C. §§ 1961(4) 1962(a).

91. At all relevant times, Dougherty, Owen and IBEW 98 engaged in activities that affect interstate commerce.

92. Each of the Defendants identified in this Count engaged in a pattern of racketeering activity under 18 U.S.C. § 1961(1) and (5).

93. Dougherty, Owen and IBEW 98's pattern of racketeering included using extortion, threats, and physical violence in order to benefit financially at the expense of Keesee and MCON, as well as other prospective contractors and laborers.

94. The specific intentional acts that were in furtherance of racketeering activity include, but are not limited to:

(a) Owen's incessant "suggestions" that Keesee should join IBEW 98, despite Keesee's repeated refusal to join;

(b) Owen's trespass into Keesee's vehicle and review of personal documents and items belonging to Keesee and/or MCON, without authorization;

(c) Dougherty and Thomas Rodriguez's attempt to remove the sticker from Keesee's vehicle;

(d) Dougherty's physical battery of Keesee, which left Keesee with a broken nose;

(e) Dougherty, Owen, Rodriguez and Rodriguez's violent rushing of Keesee and the ensuing battery of Keesee;

(f) IBEW 98 members showing up at the Site on the day after the battery to intimidate Keesee into leaving the Site; and

(g) An IBEW 98 member offering Keesee money to "forget about" the assault and battery.

95. These acts, when viewed collectively illustrate a clear pattern and deliberate plan to obtain wages and/or property from Keesee and MCON through the wrongful use of actual or threatened force, violence, or fear, and are therefore constitute "extortion" under the federal Hobbs Act, 18 U.S.C. § 1951.

96. In addition, the Defendants identified in this Count engaged in a deliberate pattern of threatening to commit, and in fact committing another crime, in order to obtain the wages and/or property of Keesee and MCON. This pattern constituted "extortion," as set forth by Pennsylvania's extortion statute, 18 P.S. § 3923.

97. As a result of Dougherty, Owen and IBEW 98's racketeering and otherwise unlawful and wrongful conduct set forth above, Plaintiff Keesee suffered substantial injury to his person and/or property including, but not limited to, the following:

(a) medical costs and expenses;

(b) pain and suffering;

(c) loss of income;

(d) loss of prospective contracts;

(e) emotional distress; and

(f) reputational harm;

98. Both Plaintiffs, Keesee and MCON suffered substantial harm as a result of the identified Defendants' conduct, but not limited to, the following:

(a) loss of income;

(b) loss of prospective contracts; and

(c) reputational harm;

99. Defendants' conduct was outrageous, willful, malicious, and in reckless disregard for Plaintiffs' rights, warranting an award of punitive damages.

WHEREFORE, Plaintiffs demands judgment against Defendants Dougherty, Owen and IBEW 98, jointly and severally, in a sum in excess of $150,000 dollars, plus interest, attorneys' fees, and costs, and all other damages pursuant to statute.

COUNT II
(Keesee and MCON v. Dougherty, Owen and IBEW 98)
Violation of 18 U.S.C. § 1962(d) by Conspiring to Violate § 1962(c)

100. Plaintiffs incorporate the allegations in the foregoing paragraphs as though fully set forth herein.

101. At all relevant times Dougherty, Owen, T. Rodriguez and N. Rodriguez were acting as agents of IBEW 98.

102. Each of the Defendants identified in this Count conspired among themselves and/or with one or more non-party participant or other co-conspirators to engage in a pattern of racketeering activity under 18 U.S.C. § 1961(1) and (5).

103. Dougherty, Owen and IBEW 98's pattern of racketeering included using extortion, threats, and physical violence in order to benefit financially.

104. The specific intentional acts that were in furtherance of racketeering activity include, but are not limited to:

(a) Owen's incessant "suggestions" that Keesee should join IBEW 98, despite Keesee's repeated refusal to join;

(b) Owen's trespass into Keesee's vehicle and review of personal documents and items belonging to Keesee and/or MCON, without authorization;

(c) Dougherty and Thomas Rodriguez's attempt to remove the sticker from Keesee's vehicle;

(d) Dougherty's physical battery of Keesee, which left Keesee with a broken nose;

(e) Dougherty, Owen, Rodriguez and Rodriguez's violent rushing of Keesee and the ensuing battery when Keesee was on the ground and defenseless;

(f) IBEW 98 members showing up at the Site on the day after the battery to intimidate Keesee into leaving the Site; and

(g) The IBEW 98 member offering Keesee money to keep quiet about the assault and battery.

105. These acts, when viewed collectively, illustrate a clear pattern and deliberate plan to obtain wages and/or property from Keesee and MCON through the wrongful use of actual or

threatened force, violence, or fear, and are therefore constitute "extortion" under the federal Hobbs Act, 18 U.S.C. § 1951.

106. In addition, the Defendants identified in this Count engaged in a deliberate pattern of threatening to commit, and in fact committing another crime, in order to obtain the wages and/or property of Keesee and MCON. This is a pattern of "extortion," as set forth by Pennsylvania's extortion statute, 18 P.S. § 3923.

107. As a result of Dougherty, Owen and IBEW 98's racketeering and otherwise unlawful and wrongful conduct set forth above, Plaintiff Keesee suffered substantial injury to his person and/or property including, but not limited to, the following:

(a) medical costs and expenses;

(b) pain and suffering;

(c) loss of past and future income;

(d) loss of prospective contracts;

(e) emotional distress; and

(f) reputational harm;

108. Additionally, MCON suffered substantial harm as a result of the identified Defendants' conduct, but not limited to, the following:

(a) loss of income;

(b) loss of prospective contracts and/or business; and

(c) reputational harm;

109. Defendants' conduct was outrageous, willful, malicious, and in reckless disregard for Plaintiffs' rights, warranting an award of punitive damages.

WHEREFORE, Plaintiffs demands judgment against Defendants Dougherty, Owen and IBEW 98, jointly and severally, in a sum in excess of $150,000, plus interest, attorneys' fees, and costs, plus all other damages pursuant to statute.

COUNT III
(Keesee and MCON v. All Defendants)
Civil Conspiracy

110. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

111. At all relevant times Dougherty, Owen, T. Rodriguez and N. Rodriguez were acting as agents of IBEW 98.

112. Upon information and belief, Defendants acted with a common purpose to unlawfully intimidate and threaten Keesee and MCON from completing the work on the 3rd & Reed Project, and to deter prospective competitors from working on jobs in the Philadelphia area, in order to obtain wages, income and property for IBEW 98 and its members.

113. Further, Defendants undertook overt acts in furtherance of this unlawful purpose, including but not limited to the acts set forth in Paragraphs 84 and 94 above.

114. Defendants' conspiracy was, in part, motivated by racial animus.

115. As a proximate result of Defendants' conspiracy, Keesee suffered actual legal damages, which include but are not limited to:

(a) medical costs;

(b) past and future loss of income;

(c) the inability to obtain future work;

(d) damage to reputation;

(e) pain and suffering; and

(f) emotional distress.

116. Further, as a proximate result of Defendants' conspiracy, MCON suffered actual legal damages, which include but are not limited to:

(a) lost income;

(b) loss of prospective contracts and/or business; and

(c) damage to reputation.

117. Defendants' conduct was outrageous, willful, malicious, and in reckless disregard for Plaintiffs' rights, warranting an award of punitive damages.

WHEREFORE, Plaintiffs respectfully demands judgment against all Defendants, jointly and severally, in an amount in excess of $150,000, plus punitive damages, interest, and costs.

COUNT IV
(Keesee and MCON v. Dougherty, Owen and IBEW 98)
Tortious Interference with Contractual and Economic Relations

118. Plaintiff incorporates the allegations in the foregoing paragraphs as though fully set forth herein.

119. At all relevant times Dougherty, Owen, Rodriguez and Rodriguez were acting as agents of IBEW 98.

120. As set forth above, Defendants have conspired and engaged in unlawful and/or wrongful acts against Keesee and MCON.

121. As a result of Defendants' improper, wrongful and unlawful actions, Keesee and MCON could not complete the job on the 3rd & Reed Project.

122. The unlawful and wrongful acts by Defendants irreparably and tortiously interfered with Plaintiffs' contract with Barry Sable for the 3rd and Reed Project.

123. The inability to complete the job on the 3rd & Reed Project cost Plaintiffs in the form of lost income.

124. Furthermore, the Defendants' battery of Keesee has caused businesses, property owners and developers not to contract with Keesee or MCON.

125. Defendants' conduct was outrageous, willful, malicious, and in reckless disregard for Plaintiffs' rights, warranting an award of punitive damages.

WHEREFORE, Plaintiffs respectfully demand judgment against all Defendants, jointly and severally, in an amount in excess of $150,000, plus punitive damages, interest, and costs.

COUNT V
(Keesee v. All Defendants)
Battery

126. Keesee incorporates the foregoing paragraphs as though fully set forth herein.

127. On January 21, 2016, Defendants Dougherty, Owen, T. Rodriguez, and N. Rodriguez approached Keesee with the intent of causing harm and offensive contact.

128. Upon approaching and confronting Keesee, Dougherty intentionally struck Keesee with the intent of harming Keesee.

129. Keesee did not consent to this harmful contract from Dougherty.

130. As a result of Dougherty's intentional, offensive and unwanted bodily contact, Keesee's nose was broken.

131. Shortly thereafter, Defendants attacked and battered Keesee, despite his being on the ground and defenseless.

132. Defendants' battery was motivated in part, out of racial animus.

133. This battery was done on behalf of and in furtherance of the business goals of IBEW 98.

134. As a result of this battery, Keesee suffered from medical costs, lost wages, loss of prospective income and reputational harm.

135. Additionally, Keesee experienced pain and suffering and emotional distress.

136. Defendants' conduct was outrageous, willful, malicious, and in reckless disregard for Plaintiffs' rights, warranting an award of punitive damages.

WHEREFORE, Plaintiffs respectfully demands judgment against all Defendants, jointly and severally, in an amount in excess of $150,000, plus punitive damages, interest, and costs.

COUNT VI
(Keesee and MCON v. All Defendants)
Aiding and Abetting

137. Plaintiffs incorporate the allegations in the foregoing paragraphs as though fully set forth herein.

138. As set forth above, Defendants wrongfully and unlawfully engaged in a pattern of racketeering in order to enrich themselves at the expense of Keesee and MCON.

139. At all relevant times Dougherty, Owen, T. Rodriguez and M. Rodriguez were acting as agents of IBEW 98.

140. Defendants conspired to intimidate, threaten, harass, threaten and extort Keesee and MCON, and to batter Keesee.

141. Each Defendant deliberately provided substantial assistance to one another in order to accomplish these tortious, unlawful and wrongful acts.

142. As a result of the Defendants' tortious conduct and their aiding and abetting one another in furtherance of this tortious conduct, Keesee suffered from medical costs, lost wages, loss of prospective income and reputational harm.

143. Further, as a result of the Defendants' tortious conduct and their aiding and abetting one another in furtherance of this tortious conduct, MCON suffered from lost income, loss of prospective income and reputational harm.

144. Defendants' conduct was outrageous, willful, malicious, and in reckless disregard for Plaintiffs' rights, warranting an award of punitive damages.

WHEREFORE, Plaintiffs respectfully demands judgment against all Defendants, jointly and severally, in an amount in excess of $150,000, plus punitive damages, interest, and costs.

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